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ABSTRACT

The collective bargaining agreement between the University of Medicine and Dentistry of New Jersey and the School of Health Related Professions Faculty, an affiliate of the American Association of University Professors (AAUP), covering the period July 1, 1986 through June 30, 1989, is presented. Topics covered include the following: preamble; recognition; definitions; negotiation procedures; personnel files; grievance procedure; management rights; association rights; policy statement; fringe benefits; tuition reimbursement program; faculty travel; compensation; faculty responsibilities; sick leave; reimbursement for continuing education expenses; faculty contracts; publication of the agreement; and duration of the agreement. (LB)

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AGREEMENT

Between The University of Medicine And Dentistry Of New Jersey And The School Of Health Related Professions Faculty

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July 1, 1986 to June 30, 1989

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PREAMBLE

This Agreement is effective July 1, 1986, by and between the University of Medicine and Dentistry of New Jersey (hereinafter called the University) and the Health Related Professions Faculty Association/FAFA at the UMDNJ (hereinafter called the Association). The parties recognize that it is the responsibility of the University to provide a quality educational program, to encourage the development of new knowledge through research, and to provide service to the larger community and that this Agreement is intended to contribute to the fulfillment of those responsibilities. The parties recognize and declare that it is their mutual goal to maintain a harmonious relationship in determining terms and conditions of employment. To this end they mutually enter into this Agreement intended to state the employment relationship between the University and the Association under applicable State and Federal law.

ARTICLE I

RECOGNITION

The University recognizes the Association as the exclusive negotiating agent for all full-time teaching and/or research faculty and all part-time teaching and/or research faculty who are employed at 50% or more of full-time at the UMDNJ-School of Health-Related Professions, but specifically excluding all faculty members who are employed by the University at less than 50% of full-time, all faculty members who in addition to their professorial titles hold any title which carries managerial, administrative, or supervisory responsibility (among titles so excluded are President, Vice President, Dean, Associate Dean, Assistant Dean, Assistant to the Dean, Director, Department Chairperson, Program Director), and all other employees not holding academic rank and title, for the purpose of negotiations regarding the terms and conditions of employment and in the settlement of grievances.

ARTICLE II

DEFINITIONS

2-1 The term "Negotiating unit" used in this Agreement shall mean the negotiating unit as described in Article I.

2-2 The term "Association" as used in this Agreement shall mean the Health Related Professions Faculty Association, the recognized majority representative for the negotiating unit.

2-3 The term "University" as used in this Agreement shall mean The University of Medicine and Dentistry of New Jersey representing the School of Health Related Professions (SHRP).

2-4 The term "parties" when used in this Agreement shall mean the University and the Association in its capacity as exclusive majority representative of the employees in the negotiating unit.

2-5 Faculty...refers to all faculty members as described in Article I, Recognition.

2-6 Grievant...a member of the Association who has filed a grievance under Article V.

2-7 Department...a subdivision of a school maintained for the purpose of conducting a curriculum or curricula in a specified field or fields of learning.

2-8 Program...a departmental sub-group with a discrete professional identification.

ARTICLE III

NEGOTIATION PROCEDURE

3-1 The parties agree to enter into collective negotiations in accordance with State law in a good faith effort to reach agreement on future contracts as to terms and conditions of employment for faculty of the University.

3-2 The parties recognize that the negotiating process is bound up with the State Budget process and will endeavor in good faith to reach agreement in time to influence the budget process.

3-3 Any agreements so negotiated shall be reduced to writing.

3-4 The parties mutually pledge that their chief representatives shall be clothed with the necessary power and authority to make proposals and counterproposals in the course of negotiations. If agreement cannot be reached between the Association and the University, either party has the right to declare an impasse and request assistance procedures through mechanisms provided by applicable State law.

3-5 This Agreement is subject in all respects to the laws of the United States and the State of New Jersey. In the event that any provisions of this Agreement shall at any time be held to be contrary to law, such provision shall be void and inoperative. All other provisions of this Agreement shall continue in effect. It is understood and agreed that the University is the responsible public employer pursuant to Sec. 7(a) of Chapter 375, P.L. 1981. Accordingly, the University will comply with all terms and conditions set forth in this Agreement.

3-6 This Agreement incorporates the entire understanding of the parties on all matters which were the subject of negotiations. During the term of this Agreement neither party shall be required to negotiate with respect to any such matter except that proposed new rules or modifications of existing rules involving terms and conditions of employment, whether in the Bylaws or elsewhere, shall be presented to the Association and negotiated upon the request of the Association as may be required pursuant to the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1 et seq., as amended.

3-7 The University agrees to recognize 5 faculty members designated by the Association as representatives for collective negotiations. The Association shall provide the University with written notice of the names of such faculty members. This designation shall not preclude the Association from designating substitutes for its representatives nor from enlarging the number by mutual consent of the parties to provide for factual knowledge or expertise with respect to a particular subject under discussion at particular

negotiating sessions.

3-8 It is understood and agreed that any provision of this Agreement which requires amendment to existing law or the appropriation of funds for their implementation shall take effect only after the necessary legislative action.

3-9 The Association agrees that, in the event any provision of this Agreement would inhibit Federal funding, it would be willing to reopen negotiations with respect to a substitute for the affected provision to the extent permitted by law.

ARTICLE IV

PERSONNEL FILES

4-1 The permanent personnel file is kept in the Office of the Dean of the faculty member's educational unit. Within five (5) working days of the request and with reasonable notice, faculty members shall have the opportunity at the campus where employed to review and examine pertinent documents including those related to performance evaluation and conduct in their individual, permanent personnel files. The University shall honor the request of the faculty member for copies of documents in their permanent personnel file. The University shall have the right to have the review and examination take place in the presence of an appropriate official of the University. The cost of copying said documents shall be borne by faculty members. The faculty member may file a written response of reasonable length to any memoranda or documents which are derogatory or adverse. Such response will be included in the permanent personnel file and will be attached to and retained with the document in question. If any material derogatory or adverse to the faculty member is placed in the permanent personnel file in question, a copy of such material shall be sent to the faculty member.

4-2 No document of anonymous origin shall be placed in the permanent personnel file or used against any faculty member in any personnel action.

4-3 Letters of recommendation relating to initial appointment and promotion which were solicited under conditions of confidentiality shall be excluded from the faculty member's inspection.

4-4 Information which is mutually agreed to be in error shall be corrected or expunged from the permanent personnel file.

4-5 Any item which may deal specifically with a faculty member's retention, dismissal, salary improvement, promotion, or tenure which was not previously transmitted to the faculty member and which is to be relied upon in personnel action shall be made available to the faculty member and a reasonable time provided to respond.

4-6 The faculty member may add to those records such material as the individual believes necessary to give reasonable representation of individual's record.

4-7 Only documents which have been placed in the permanent personnel file may be used in any personnel action.

ARTICLE V

GRIEVANCE PROCEDURE

A. Definition of Grievance:

The term "Grievance" shall mean an allegation that there has been: A breach, misinterpretation or improper application of the terms of this Agreement; or violation, misinterpretation, or misapplication of rules or regulations, bylaws, existing policy, or orders of the University affecting the terms and conditions of employment.

B. Purpose:

1. The purpose of this procedure is to assure prompt and equitable solutions of problems arising from the administration of this Agreement or other conditions of employment by providing an exclusive vehicle for the settlement of faculty grievances.

2. It is agreed that the individual faculty member is entitled to utilize this grievance procedure and to Association representation in accordance with the provisions thereof. He shall not be coerced, intimidated or suffer any reprisals as a direct or indirect result of its use.

C. General Provisions:

1. No grievance settlement reached under the terms of this Agreement shall add to, subtract from, or modify any terms of this Agreement.

2. Grievance resolutions or decisions shall not constitute a precedent in any other grievance or other proceedings unless a specific agreement to that effect is made by the University and the Association. This shall not be construed to preclude either party from introducing relevant evidence, including such grievance resolutions, as to the prior conduct of the other party.

3. The grievant, Association representative and the University have the right directly to examine or cross-examine witnesses who appear at any step of this procedure.

4. Grievance records shall not be part of the personnel file utilized in the promotion or retention process unless such grievance records pertain to the matter under consideration.

5. Where University or SHRP policies, procedures, rules, regulations or bylaws have been incorporated by reference into this Agreement, grievances alleged as a result of a violation, misinterpretation, or misapplication of such policies, procedures, rules, regulations or bylaws shall not be arbitrable.

D. Preliminary Informal Procedure:

A faculty member may orally present and discuss a grievance

with his or her program director or department chairperson on an informal basis. At the faculty member's option, he or she may request the presence of an additional faculty member. If the faculty member exercises this option, the department chairperson may determine that such grievance be instead moved to the first formal step.

Should an informal discussion not produce a satisfactory settlement, the grievant may move the grievance to the first formal step.

Informal discussions shall not serve to extend the time within which a grievance must be filed, unless such is agreed to in writing by the University official responsible for the administration of the first formal step of the grievance procedure.

E. Time Sequence for File and Decision

1. A grievance must be filed on a form agreed upon by the Association and the University at Step One within thirty (30) calendar days from the date on which the act which is the subject of the grievance occurred or thirty (30)calendar days from the date on which the grievant should reasonably have known of its occurrence whichever is later.

2. Reference to days in this procedure refers to calendar days, except as otherwise specified by written agreement.

3. Should a grievance not be satisfactorily resolved or should no decision be forthcoming in the prescribed time at Step One the grievance may, within three (3) working days, be submitted in writing to the next step. A lack of response by the University within the prescribed time, unless time limits have been extended by mutual agreement, shall be construed as a negative response.

4. Where the subject of the grievance suggests it is appropriate and where the parties mutually agree, a grievance may be initiated at or moved to Step Two without a hearing at the lower step.

5. If the finding or resolution of a grievance at any step in the grievance procedure is not appealed within a prescribed time, said grievance will be considered settled on the basis of the last answer provided, and there shall be no further appeal or review.

6. Time limits under this article may be changed by mutual agreement only.

7. Hearings shall be held and decisions made after a scheduled grievance hearing shall be rendered in writing within the time limits below:

   a. at Step One within fifteen (15) days;
   b. at Step Two within fifteen (15) days of the receipt of the appeal from the Step One decision.

F. Grievance Steps:

A grievance shall be presented and adjusted in accordance with the steps outlined below.

Step One

In the event the matter is not resolved informally, the grievance may be submitted in writing to the department chairperson who shall hear the grievance and render a decision in writing. The grievant may be represented or accompanied by another faculty member.

Step Two

If the grievance is not resolved satisfactorily at Step One, it may be appealed to the Dean of the School of Health Related Professions.

The Dean or his designee will conduct a hearing and render a decision. The grievant may be represented by the President of the Association or by his or her designee.

Step Three

(1) All appeals of grievance dispositions at Step Two which grievances allege an arbitrary, discriminatory or improper application of, or failure to act pursuant to bylaws, written policies, rules or regulations of the University, or statutes, which prescribe terms and conditions of employment, shall be processed as provided in sub-section (2) below. All appeals of grievance dispositions at Step Two arising out of an alleged breach, misinterpretation or improper application of the terms of this Agreement or a violation of applicable written University promotion or reappointment procedures shall be processed as provided in section (3) below.

(2) If the grievant or the department chairperson is not satisfied with the written decision of the Dean, a written appeal shall be sent to the President within ten (10) days. In the event that the President dissents from the decision of the Dean, he shall counsel the Dean. In any case, the President shall render a final decision within thirty (30) days from receipt of the Dean's decision. Copies shall be sent to the grievant, the Association and the Dean. The President's decision shall be final.

(3) If the Association or the University is not satisfied with the disposition at Step Two of a grievance, within fifteen (15) days from the determination at said Step, the Association, as representative of the faculty member, upon written notification of intent to arbitrate to the President and the Office of Legal Management or the University upon written notification to the Association and the

Office of Legal Management, may appeal that decision and state intention to arbitration. The arbitrator shall conduct a hearing and investigation to determine the facts and render a binding decision for the resolution of the grievance. Such decision shall be binding in instances of promotion and reappointment solely with respect to the correction of a finding of procedural violation(s). In no case shall an arbitrator recommend promotion or reappointment of a grievant. Where a procedural violation has been found, the arbitrator shall remand the issue to the body that committed the procedural violation so that such body may correct such violation(s). In no event shall an arbitrator's decision have the effect of adding to, subtracting from, modifying or amending the provisions of the Agreement, or any policy of the State, the Board of Higher Education or the University.

Arbitration shall be confined solely to the application and/or interpretation of this Agreement and the precise Issue(s) submitted for arbitration. The arbitrator shall have no authority to determine any other issue. The arbitrator shall refrain from issuing any statement of opinion or conclusions not essential to the determination of the issue(s) submitted. The arbitrator shall not substitute his or her judgment for academic or medical judgments rendered by the persons charged with making such judgments. Nor shall the arbitrator review such decisions except for the purpose of determining whether the decision has violated this Agreement.

Any costs resulting from this procedure shall be shared equally by the parties.

The arbitrator making a binding determination of a grievance has the authority to prescribe a compensatory award to implement the decision.

Within thirty (30) days of the execution of this Agreement the parties shall mutually agree upon a panel of three (3) arbitrators. Each member of the panel shall serve by random selection as the sole arbitrator for a given case. Where a member of the panel is unable to serve, another member shall then serve by random selection. In the event the parties are unable to agree upon a panel of arbitrators within thirty (30) days, arbitrators shall be selected on a case-by-case basis under the selection procedure of the Public Employment Relations Commission until such time as the parties agree upon a panel.

ARTICLE VI

MANAGEMENT RIGHTS

6-1 Except as limited by the specific and express terms of this agreement, the University hereby retains and reserves unto itself the prerogatives of management and in conjunction with the State and the Department of Higher Education reserves all rights, powers, authority, duties and responsibilities conferred upon or vested in it by law and the Constitution of the State of New Jersey with due recognition to applicable State and Federal Laws and Pursuant to Article III, number 4.

6-2 All such rights, powers, authority and prerogatives of management are retained subject to limitations as may be imposed by the New Jersey Public Employer-Employee Relations Act, as amended, and except as they are specifically abridged or modified by this Agreement.

6-3 The management retains its responsibility to promulgate and enforce rules and regulations, subject to limitations as may be imposed by the New Jersey Public Employer-Employee Relations Act, as amended, governing the conduct and activities of faculty members and which are not inconsistent with the express provisions of this Agreement.

6-4 On an annual basis, each faculty member shall be assessed and evaluated as to professional competence in the performance of his or her academic duties over the year in question. The written evaluation and supporting documentation shall be submitted by the department chairperson to the appropriate Dean and the faculty member prior to his or her anniversary date and shall be incorporated in the permanent personnel file.

ASSOCIATION RIGHTS

7-A. ASSOCIATION RIGHTS

7-A-1 The University agrees to provide to the Association space to conduct official meetings providing said space request does not interfere with normal University operations. The University may charge the Association for such use at a rate not to exceed that charged to the academic departments for the same use.

7-A-2 Recognizing that Association officers are exercising a legitimate professional concern and contributing to the academic community, the University agrees to notify all Deans and department Chairpersons of the names of such faculty and request that their responsibilities be considered when faculty duties are being assigned. Copies of these memoranda or letters informing the Dean and Chairpersons shall be sent to the faculty member and the President of the Association. Except as provided in this Agreement, however, no faculty member may engage in Association activities during the course of his or her officially assigned academic obligations.

7-A-3 Association representatives shall be permitted to transact official business on University property at reasonable times provided that this shall not interfere with or interrupt normal University operations, and provided further that timely request for such utilization is made in advance.

7-A-4 The Association shall have the right, in accordance with University procedure, to make reasonable use of University duplicating, computing, office and audio-visual equipment.

7-A-5 The Association shall be notified in writing of all new faculty appointments within thirty (30) days after their approval by the Board of Trustees of the University.

7-B DUES DEDUCTION

The University agrees to deduct from each faculty paycheck the professional dues of the Association, provided said faculty furnishes a voluntary written authorization for such deduction on a form acceptable to the University. Any change in the amount of the Association's professional dues shall be certified to the University by the Association at least thirty (30) days prior to the pay cycle in which the new amount is to apply. There shall be no requirement for an additional authorization for the deduction of the new amount. Deduction of Association professional dues made pursuant hereto shall be remitted to the appropriate chapter at the end of the calendar month in which such deductions are made, together with a list of faculty from whose pay deductions have been made. Dues deduction for any faculty member in the negotiating unit shall be limited to the Association.

Faculty members shall be eligible to withdraw dues deduction authorization for the Association only as of July 1 of each year provided the notice of withdrawal is filed timely with the responsible payroll clerk.

7-C REPRESENTATION FEE

7-C-1 Effective July 1, 1986 and continuing through the last pay period prior to the expiration of this Agreement, all faculty members who are not members of the Association will be required to pay a representation fee in lieu of dues for services rendered by the majority representative. Nothing herein shall be deemed to require any faculty member to become a member of the Association.

7-C-2 It is understood that the implementation of the agency fee program is predicated on the demonstration by the Union that more than 50% of the eligible employees in the negotiating unit are dues paying members of the Union.

If at the signing of this Contract the above percentage has not been achieved, the agency fee plan will be continued through July 1987, after which it shall be discontinued unless the minimum has been achieved prior to that date. Thereafter, if the minimum percentage is exceeded on any quarterly date; i.e., January 1, April 1, July 1 or October 1, the agency fee plan shall be reinstated, with proper notice to affected employees.

In each year of the Contract on January 1, an assessment shall be made to determine if the minimum percentage has been exceeded. If it has, the agency fee shall continue until the following annual assessment. If it has not, the agency fee will be discontinued and eligibility for reinstatement shall be on a quarterly basis as provided above.

7-C-3 The representation fee in lieu of dues shall be in an amount equivalent to the regular membership dues, initiation fees and assessments charged by the Association to its own members less the cost of benefits financed through the dues, fees and assessments and available to or benefiting only its members, but in no event shall such fee exceed 85% of the regular membership dues, fees and assessments.

7-C-4 New faculty members who are not Association members shall be required to pay the established representation fee in the first payroll period following thirty (30) days of faculty appointment.

7-C-5 The representation fee shall be withheld from the regular bi-weekly paycheck and remitted to the Association at the same time and in the same manner as monies collected for dues. The Association shall notify the University in writing thirty (30) days in advance of the requested date of change of the amount of regular membership dues, fees, assessments and representation fee.

7-C-6 . The Association agrees that it will indemnify and hold the State and/or the University harmless utilizing its own legal services from any claims, actions or proceedings brought by any faculty member in the negotiations unit which arises from deductions made by the University in accordance with this provision. The State and the University shall not be liable to the Association for any retroactive or past due representation fee for a faculty member who was identified by the University as excluded or in good faith was inadvertently omitted from deduction of the representation fee.

7-C-7 Demand and Return

The representation fee shall be available only if the procedures listed hereafter are maintained by the Association.

a. The Association shall return any part of the representation fee paid by the faculty member which represents the faculty member's additional pro rata share of expenditures by the Association that is in aid of activities or causes of a partisan political or ideological nature, only incidentally related to the terms and conditions of employment, or applied towards the cost of any other benefit available only to members of the Association.

b. The faculty member shall be entitled to a review of the amount of the representation fee by requesting the Association to substantiate the amount charged. This review shall be accorded in conformance with the internal steps and procedures established by the Association.

c. The burden of proof under the Demand and Return system rests upon the Association.

d. A faculty member dissatisfied with the Association's decision may appeal to the three (3) member board established by the Governor.

e. The Association shall submit a copy of its demand and return system to the University. The deduction of the representation fee shall be available only if the Association establishes and maintains a demand and return system which complies with the provisions set forth in the applicable federal and state court decisions.

7-D RIGHTS

Except as limited by the specific and express terms of this Agreement, the Association retains and reserves unto itself all rights, powers, authority, duties and responsibilities conferred upon or vested in it by law and the Constitution of the State of New Jersey and applicable State and Federal laws.

7-E COMMUNICATION

The parties recognize the valuable assistance to be gained from effective communication between the Association and the University. Accordingly, it is agreed that the University and the Association will meet regularly to resolve problems of mutual concern to the parties. Such meetings and the agenda, therefore, may be set by either party to this Agreement and shall be sche-

duled at a mutually convenient time and place. It is understood that such meetings are not intended to bypass the grievance procedure or to be considered negotiating meetings but are intended as a means for fostering harmonious relations.

7-F POSTING

The Association shall be permitted to post notices of its activities and matters of Association concern on one bulletin board in each department. As a matter of courtesy, the Association shall provide the Personnel Office in each unit a copy of all postings. The parties recognize that University property is not an appropriate place for posting material which constitutes election campaign material for or against any person, organization, or faction thereof. Any material to which the University objects shall be removed and shall be subject to discussion by the committee established in Article VII Section E.

7-G PREPARATION FOR NEGOTIATIONS

For the purpose of preparing for negotiations, the University agrees to furnish to the Association, upon request, information in accordance with applicable statutes.

7-H The University may provide office space to the Association when available and operationally feasible.

7-I Notice of Employment

The University will provide notice of new hires to the Association, including employment date and proposed date of faculty appointment.

7-J Association Meeting

The Association will be provided an opportunity to meet with the faculty as a whole immediately after the conclusion of business at the first general faculty meeting in the fall of each academic year.

ARTICLE VIII

POLICY STATEMENT

The University and the Association adopt the following as policy during the life of this Agreement.

8-1 The University and the Association agree to continue the established policy prohibiting all forms of illegal discrimination with regard to race, creed, color, sex, marital status, age, national origin, or Association membership.

8-2 The Association recognizes its responsibilities as negotiating agent and agrees to represent all faculty in the negotiating Unit.

8-3 Individual contracts entered into between the University and individual faculty members shall not conflict with the terms of this Agreement.

8-4 The University agrees to involve the faculty in the effectuation of University policies determining terms and conditions of employment as set forth in Article III, paragraph 6.

8-5 Where any University regulation or policy is in conflict with any specific provision of the Agreement, or when any procedure or amendment of procedure conflicts with any specific provision of this Agreement, the Agreement shall govern.

8-6 Neither the Association nor any faculty member represented by it will engage in or support any strike, work stoppage, or other job action.

8-7 The University shall not institute or support any lockout of faculty.

8-8 Where there is a disagreement between a faculty member and the chairperson as to any evaluation of his/her performance of academic duties, the faculty member may invite another faculty member to be present as an advisor in the discussion of such disagreement with the chairperson.

8-9 When a faculty member participates in teaching or patient care responsibilities at an academic center other than his or her own, reasonable notice shall be given, cost of transportation if required shall be approved, and the schedule of work assignments to such faculty shall be reflective of and consistent with obligations involved.

8-10 Termination for Cause
Termination of a faculty member's employment during the period of that faculty member's contract shall be governed by the Termination for Cause provisions (Article VII, Title C) of the UMDNJ Bylaws.

ARTICLE IX

FRINGE BENEFITS

Any fringe benefits uniformly affecting all employees in the unit in effect on the date of this Agreement shall remain in effect except to the extent they are modified by the terms of this Agreement. Should changes in any of the programs defined herein be affected by legislation during the term of this Agreement, all such changes appropriate to the members of this unit shall be made and implemented in accordance with the provisions of such legislation.

The identified benefits are:

A. Vacation

1. Full-time (12 month) faculty members are entitled to vacation of one (1) month (22 working days) for eleven (11) months of service except that during the first twelve (12) months of appointment the full-time faculty member shall accrue vacation at the rate of one and one-half (1-1/2) days per month.

2. Vacation accrued in any fiscal year must be taken by the close of the following fiscal year or be forfeited.

3. In instances where faculty are permanently employed at half-time or more, but less than full-time, or where service is for less than a full year, the following conversion formula determines accrued vacation days: Vacation days = percent of appointment times percent of year employed times annual rate.

B. Health Benefits Program

1. The University offers all eligible faculty members and their dependents Blue Cross-Blue Shield with Rider J and Major Medical Insurance at no cost to the faculty member. Such coverage is effective the first day of the month following two (2) full months of employment and is subject to completion of the appropriate forms; coverage is not automatic. Eligibility requirements and administrative procedures are governed exclusively by the State Health Benefits Commission. Effective January 1982 the University shall replace the present 750 Series surgical plan with the 1420 plan.

2. Pursuant to N.J.S.A. 26:2J-1 et seq., eligible faculty members may opt to receive medical coverage from approved Health Maintenance Organizations when available, in lieu of the normal coverage under the State Health Benefits Program. Eligibility requirements and administrative procedures are governed exclusively by the State Health Benefits Commission. Under the applicable law, the State shall not make a contribution for any employee greater than the contribution which would otherwise be made to the State Health Benefits Program. Therefore, as determined by the Health Benefits Commission, employees opting to participate in a Health Maintenance Organization will be required to contribute the difference in the cost for such participation.

C. Prescription Drug Program

It is agreed that the State shall continue the Prescription Drug Benefit Program during the period of this Agreement. The Program shall be funded and administered by the State. It shall provide benefits to all

eligible faculty members and their eligible dependents. Each prescription prescribed by competent medical authority for Federal legend drugs shall be paid for by the State from funds provided for the Program subject to deductible provision which shall not exceed $3.50 per prescription or renewal of such prescription unless otherwise provided by statute and shall be subject to specific procedural and administrative rules and regulations which are part of the Program.

D. Eye Care Program

1. It is agreed that the State shall continue the Eye Care Program during the period of this Contract. The coverage shall provide for a $35.00 payment for regular prescription lens or $40.00 for bifocal lens or more complex prescriptions. Included are all eligible faculty members and their eligible dependents (spouse and unmarried children under 23 years of age who live with the employee in a regular parent-child relationship). The extension of benefits to dependents shall be effective only after the faculty member has been continuously employed for a minimum of sixty (60) days.

2. Faculty members and eligible dependents as defined above shall be eligible for a maximum payment of $35.00 or the cost, whichever is less, of an eye examination by an Ophthalmologist or an Optometrist.

3. Each faculty member and dependent may receive only one payment for glasses and one payment for examinations during each of the two fiscal periods, namely, July 1, 1985 to June 30, 1987 and July 1, 1987 to June 30, 1989. Proper affidavit and submission of receipts are required of the employee in order to receive payments.

E. Dental Care Program

The State shall continue the Dental Care Program during the period of this Agreement. The Program shall be administered by the State and shall provide benefits to all eligible faculty members and their eligible dependents.

Participation in the Program shall be voluntary with a condition of participation being that each participating employee authorize a bi-weekly salary deduction not to exceed fifty percent (50%) of the cost of the type of coverage elected: e.g., individual employee only, husband and wife, parent and child or family coverage.

There shall be only one opportunity for each eligible faculty member to enroll each year and elect the type of coverage desired and, once enrolled, continued participation shall be mandatory for that year.

An optional Group Dental program which will provide services through specific dental clinics will be made available to employees in this unit when legally and administratively feasible. Participation in this program shall be voluntary with a condition that each participating employee authorize a bi-weekly salary deduction not to exceed 50 percent of the cost of the coverage for a one year period. When the new program is available, the employee will be able to enroll in only one of the two programs or in no program at all.

F. Alternate Benefit Plan

All eligible faculty members shall be enrolled in the Alternate Benefit Plan. The Alternate Benefit Plan is administered by the New Jersey Division of Pensions, is subject to appropriate legislation, and has three (3) elements:

a. Retirement Annuity Plan
b. Group Life Insurance Plan
c. Disability Insurance Plan

G. Deferred Compensation Plan

It is understood that the State shall make a good faith effort to initiate a program which will permit eligible employees in this negotiating unit to voluntarily authorize deferment of a portion of their earned base salary so that the funds deferred can be placed in an Internal Revenue Service approved Federal Income Tax exempt investment plan. The deferred income so invested and the interest or other income return on the investment are intended to be exempt from current Federal Income Taxation until the individual employee withdraws or otherwise receives such funds as provided in the plan.

It is understood that the State shall be solely responsible for the administration of the plan and the determination of policies, conditions and regulations governing its implementation and use.

The State shall provide literature describing the plan as well as a required enrollment or other forms to all employees when the plan has been established.

It is further understood that the maximum amount of deferrable income is determined by applicable Federal laws and IRS regulations. Faculty should consult the Human Resources Offices on their respective campuses before making a final decision on this program.

H. Other

1. The University provides Worker's Compensation Benefits and Social Security Benefits to all eligible faculty.

2. Comprehensive information on all fringe benefits programs shall be available in the Personnel Office of each campus.

ARTICLE X

TUITION REIMBURSEMENT PROGRAM

(A) Faculty enrolled in terminal degree programs which are related to their areas of instruction or are approved, as such by their chairpersons and the dean, may receive tuition reimbursement at a rate of eighty dollars dollars ($80) per credit for 1986-87, eighty dollars ($80) per credit 1987-88and ninety dollars ($90) per credit for 1988-89 or the actual tuition whichever is less.

(B) Faculty may also receive tuition reimbursement within the same limits described above for graduate study necessary to increase such faculty's expertise in teaching or for undergraduate study which is a prerequisite for such graduate study.

(C) Tuition reimbursement under A above shall not exceed nine (9) credits per semester at the doctorate level or six (6) credits per semester at the master's degree level.

(D) Tuition reimbursement under B above shall be determined by the chairperson and the Dean and shall not exceed six (6) credits per semester.

(E) The limit of reimbursement credits under A above shall be set at sixty (60) credits during the employment of the faculty at the University. The limits, under B above, shall be set at eighteen (18) credits during the employment of the faculty at the University.

(F) In order for a faculty member to receive a commitment for reimbursement he or she must submit a written request to the chairperson of the department who shall recommend approval by the Dean on the basis of the following guidelines:

(1) the faculty member's program director supports the request;
(2) the course or courses are deemed relevant to the faculty member's work within the University;

The Dean shall respond to the request within twenty (20) working days of the request, subject to the availability of funds.

(G) In order to secure reimbursement the faculty member must satisfactorily complete the course of study and submit written proof of payment of tuition and satisfactory completion to the Dean. To continue to be eligible for tuition reimbursement, the faculty member, under A above, must maintain the grade point average required for successful completion of his or her program of study.

(H) The operation of this program is subject to the availability of funds.

ARTICLE XI

FACULTY TRAVEL

A. Travel by Auto
Use of University-owned vehicles for faculty travel will be governed by Presidential Policy (00)-01-70-26:00. Use of privately-owned vehicles for faculty travel will be governed by Presidential Policy (00)-01-90-15:05.

B. Reimbursement
Reimbursement for expenses incurred while traveling on official University business including approved scholarly and professional activities will be in accordance with Presidential Policy (00)-01-50-05:00.

ARTICLE XII

COMPENSATION

It is agreed that during the term of this Agreement, which commences on July 1, 1986 and ends June 30, 1989, the following salary improvements shall be provided to eligible employees in the unit within the applicable policies and practices of the University and in keeping with the conditions set forth herein. Salary increases which came due prior to the commencement of this Agreement shall be paid on a retroactive basis.

A. Subject to the State Legislature enacting appropriations of funds for these specific purposes, the University agrees to provide the following benefits effective at the time stated here or, if later, within a reasonable time after enactment of the appropriation.

1) There shall be a six (6) percent across the board increase applied to the current base salary to be effective in the 6th pay period of fiscal year 1986-1987.

2) There shall be a five (5) percent across the board increase to be effective in the 6th pay period of fiscal year 1987-1988.

3) There shall be a five (5) percent across the board increase to be effective in the 6th pay period of fiscal year 1988-1989.

The University Compensation Plan salary schedule shall be adjusted in accordance with established procedures to incorporate these increases for each step of each salary range. Each employee shall receive the increase by remaining at the step in the range occupied prior to the adjustments.

B. Full Merit increments shall be paid to all employees eligible for such increments within the policies of the University Compensation Plan during the term of this contract. The granting or denial of the Merit increment shall be based upon University policy which establishes criteria defining overall satisfactory performance standards. Only employees rated unsatisfactory pursuant to the standards promulgated may be denied an increment. The denial of an increment may only be grieved to the University President or his designee. Increments shall be given to eligible employees on their anniversary dates.

C. There will be an exceptional merit award program for 1986-87, 1987-88 and 1988-89 funded in the amount of $5000 per year. The criteria and procedures to be utilized in selecting recipients of these awards will be promulgated by the University in consultation with the faculty.

D. Overload will be compensated at the rate of $318 per teaching credit hour for 1986-87, $334 per teaching credit hour for 1987-88 and $351 per teaching credit hour for 1988-89.

ARTICLE XIII

FACULTY RESPONSIBILITIES

1. Teaching Responsibilities

   (a) Faculty at the UMDNJ-School of Health Related Professions have either 10 month or 12 month academic appointments, based on the needs of the programs and the school.

   (b) Faculty with 10 month academic appointments shall be responsible for 24 teaching credit hours, spread over the appointment period.

   (c) Faculty with 12 month academic appointments shall be responsible for 30 teaching credit hours, spread over the appointment period.

2. Definitions:

   (a) Student Credit Hour: Student credit hours shall be defined as the number of credit earned by a student who successfully completes a course.

   (b) Average Weekly Instructional Hours: Average weekly instructional hours shall be the total number of regularly scheduled hours for a course divided by number of weeks in the semester. (16 weeks)

   (c) Teaching Credit Hours: Teaching credit hours shall be defined as follows:

      i When the number of regularly scheduled average weekly instructional hours equals the number of student credit hours, one teaching credit hour shall equal one student credit.

      ii When the number of regularly scheduled average weekly instructional hours exceed the number of student credit hours, i.e., laboratory/demonstration; independent study; or clinical instruction, one teaching credit hour shall equal two average weekly instructional hours.

      iii When the activity is deemed necessary to support instruction but does not regularly involve direct student contact, i.e., coordination of instruction provided by others or maintenance of patient services, one teaching credit hour shall equal three average weekly hours of such activity. When weekly instructional hours equal the number of student credit hours, the total number of teaching credit hours for coordinating such instruction shall not exceed the number of student credit hours.

ARTICLE XIV

SICK LEAVE

The University policy concerning sick leave which is based on the "close rank" concept shall be in place. Vacation time will not be required to be utilized as sick time. In cases of illness extending beyond two (2) months, at the Dean's discretion, the University may employ replacements to cover the workload of the disabled faculty member. Disability due to pregnancy and/or childbirth shall be treated in accordance with applicable statutes.

The policies and procedures of the University listed in the Faculty Handbook (Revised Edition 1980) and amendments shall be applied equitably to all members of this unit.

ARTICLE XV

Reimbursement for Continuing Education Expenses

A faculty member may request reimbursement for expenses in connection with continuing education courses. Such reimbursement may be provided at the sole discretion of the Dean if funds are available and if the course(s) is (are) determined to meet the needs of the faculty member's program and the school.

ARTICLE XVI

FACULTY CONTRACTS

A. Faculty will normally be appointed on either an academic year or a calendar year basis. Academic year appointments are for ten months, normally between August 15 and June 15. Academic year appointments provide for salary payments to be spread out over twelve months. Calendar year appointments are for twelve months.

B. In cases where faculty contracts are not renewed due to program suspension or decrease in enrollment, if the need for faculty in these areas of competence should become required the University shall give due consideration to these faculty for rehire.

ARTICLE XVII

PUBLICATION OF THE AGREEMENT

Within thirty (30) days after the signing of this Agreement by both parties, 200 copies of this agreement shall be printed by the University. The cost will be shared with the Association. The University shall deliver 100 copies to the Association upon publication.

ARTICLE XVIII

DURATION OF THE AGREEMENT

This Agreement shall remain in full force and effect from the date of execution thereof through June 30, 1989. The Agreement shall automatically be renewed from year to year thereafter, unless either party shall give to the other party written notice of its desire to terminate, modify or amend this Agreement. Such notice shall be given to the other party in writing by registered mail no later than September 30, 1988 or September 30 of any subsequent year for which this Agreement was automatically renewed.

Official notice to the University will be made by addressing the President of the University. Official notice to the Association will be made by addressing the President of the Association.

Date: April 8, 1987

For the University:

Stanley S. Bergen, Jr., M.D.
President

Richard C. Reynolds, M.D.
Senior Vice President for
Academic Affairs

Robert D'Augustine
Assistant Vice President for
Academic Affairs

For the State:

David Collins, Governor's Office of
Employee Relations

Judith Turnbull, Director of Employee
Relations and Personnel Policies

For the Health Related Professions
Faculty Association/NJEA:

Joseph Thornton,
President

Frank Gervasi, Vice President

Joan Randall, Secretary

Jill Reichman, Treasurer